



March 30, 2020

Collateral Justice Companies  
Attn: James C. Justice III  
302 S. Jefferson Street  
Suite 600  
Roanoke, Virginia 24011

and

Attn: Stephen W. Ball  
General Counsel  
302 S. Jefferson Street  
Suite 600  
Roanoke, Virginia 24011

James C. Justice II  
208 Dwyer Lane  
Lewisburg, West Virginia 24901

MARCH 30, 2020 AMENDED AND RESTATED SURETY SIDE LETTER  
AGREEMENT

RE: Agreement Dated March 26, 2018

Dear Sirs:

This March 30, 2020 Amended and Restated Surety Side Letter Agreement ("Amended Side Letter Agreement") supersedes and replaces in its entirety the January 30, 2020 Surety Side Letter Agreement.

Pursuant to the March 26, 2018 Agreement as amended by Amendment No. 1 dated as of February 4, 2019 (the "Agreement") and in consideration of the terms and conditions of this Amended Side Letter Agreement and other good and valuable consideration herein acknowledged as received, James C. Justice Companies, Inc., Southern Coal Corporation, Kentucky Fuel Corporation, Justice Family Group, LLC and Mechel Bluestone, Inc., (collectively, "Collateral Justice Companies"), Beech Creek Coal Corp. ("Beech Creek") and Lexon Insurance Company ("Lexon") agree to the following:

- 1) Beginning with the January 2020 Premium Payment (due on or before January 31, 2020) the Collateral Justice Companies and Beech Creek shall pay \$250,000 on or before the last day of each of January 2020 and February 2020. Then, beginning with the March 2020 Premium Payment (due on or before March 31, 2020) the Collateral Justice Companies and Beech Creek shall pay \$135,000 on or before the last day of each of March 2020, April 2020 and May 2020. On June 15, 2020, Collateral Justice Companies and Beech Creek

shall pay a Premium Payment of \$345,000 and on June 30, 2020 Collateral Justice Companies and Beech Creek shall pay a Premium Payment of \$250,000. Thereafter, beginning with the July 2020 payment, the monthly Premium Payment due will revert back to \$200,000 as required under the Agreement. The Parties agree that all outstanding Total Indebtedness continues to remain due and owing.

- 2) The obligation to make Collateral Payments is suspended for six months. Monthly Collateral Payments of \$250,000 payable on the last day of each month shall recommence with the July 2020 Collateral Payment. The Parties agree that all outstanding Collateral Payments obligations continue to remain due and owing.
- 3) Given that the New Collateral as set forth in Paragraph 2) of the Agreement has not been delivered to Lexon as required, the Parties agree that without Lexon waiving any rights the schedule of Additional Collateral Payments as set forth in Paragraph 2) d) is revised as follows:
  - i. The Collateral Justice Companies and Beech Creek, jointly and severally, agree to pay Lexon an amount equal to Ten Million U.S. dollars (\$10,000,000) less any Collateral Payments previously made including any partial Collateral Payment, less any Additional Collateral Payment previously made. Such payment shall be due on or before October 1, 2020.
  - ii. To the extent that the New Collateral has not been fully delivered to Lexon on or before March 30, 2021, the Collateral Justice Companies and Beech Creek, jointly and severally, agree to pay Lexon an amount equal to Fifteen Million U.S. dollars (\$15,000,000) less any Collateral Payments previously made including any partial Collateral Payment, less any Additional Collateral Payment previously made. Such payment shall be due on or before April 1, 2021.
  - iii. To the extent that the New Collateral has not been fully delivered to Lexon on or before September 30, 2021, the Collateral Justice Companies and Beech Creek, jointly and severally, agree to pay Lexon an amount equal to Twenty Million U.S. dollars (\$20,000,000) less any Collateral Payments previously made including any partial Collateral Payment, less any Additional Collateral Payment previously made. Such payment shall be due on or before October 1, 2022.
- 4) Lexon shall continue to have absolute discretion on the use of the approximately \$5,750,000 in Collateral that has been deposited. In its sole discretion Lexon agrees to use the Collateral in \$500,000 increments to reduce various reclamation obligations, but the amount of Collateral on deposit shall not decrease below \$2,500,000.
- 5) Lexon shall continue to have absolute discretion and authority, but will work with the Collateral Justice Companies and Beech Creek to prioritize the various reclamation obligations.
- 6) On or before February 17, 2020 the Collateral Justice Companies and Beech Creek shall provide Lexon with a listing of suggested permits and bonds to begin funding reclamation activities.



- 7) The parties further agree, that the definition of "Liquidity Event" shall include, but not be limited to, the partial sale of any of the assets or equity interests currently owned by any of the Collateral Justice Companies or Beech Creek that allows a cash out of any portion of their ownership or investment interest.

With respect to the above payment obligations, James C. Justice II has also provided certain guarantees as set forth in the Agreement. In addition, nothing herein shall be considered an amendment or waiver of any of the rights and obligations of James C. Justice II and Lexon under the Amended & Restated Limited Commercial Guaranty dated February 4, 2019.

This Amended Side Letter Agreement supplements the Agreement and constitutes a valid and binding agreement between the parties. This Amended Side Letter Agreement is not intended to otherwise modify the duties and obligations of Collateral Justice Companies, Beech Creek and James C. Justice II or Lexon's rights under the Agreement. To the extent of any conflict between this Amended Side Letter Agreement and the Agreement, this Amended Side Letter Agreement shall prevail. Nothing herein shall constitute a waiver of any of the rights and obligations of the Parties under the Agreement or as a matter of law.

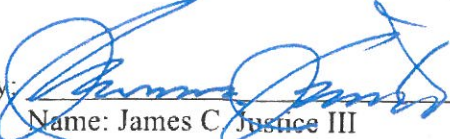
Capitalized terms used but not otherwise defined in this side letter agreement shall have the meaning set forth in the Agreement.

Sincerely,

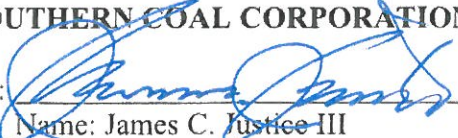
**LEXON INSURANCE COMPANY**

By:   
Name: Brian Beggs  
Title: CEO

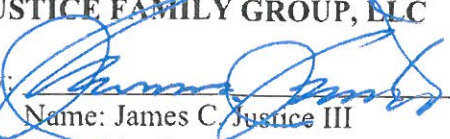
**JAMES C. JUSTICE COMPANIES, INC.**

By:   
Name: James C. Justice III  
Title: President

**SOUTHERN COAL CORPORATION**

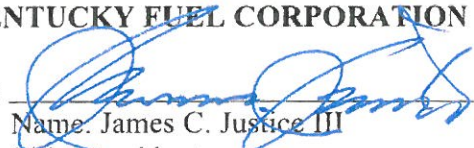
By:   
Name: James C. Justice III  
Title: President

**JUSTICE FAMILY GROUP, LLC**

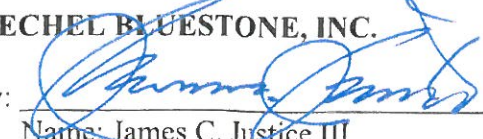
By:   
Name: James C. Justice III  
Title: Member

  
JAMES C. JUSTICE II

**KENTUCKY FUEL CORPORATION**

By:   
Name: James C. Justice III  
Title: President

**MECHEL BLUESTONE, INC.**

By:   
Name: James C. Justice III  
Title: President

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**BEECH CREEK COAL CORP.**

By: 

Name: James C. Justice III

Title: President